



ग्रामीण विकास मंत्रालय  
भारत सरकार  
**MINISTRY OF RURAL  
DEVELOPMENT**  
GOVERNMENT OF INDIA



Pradhan Mantri Gram  
Sadak Yojana

# Standard Bidding Document

For Pradhan Mantri Gram Sadak Yojana  
(PMGSY)

For  
Construction & Maintenance

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*Ministry of Rural Development*



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# Introduction

**MoRTH Bidding Document**

**National Competitive Bidding for Works (India Version)**

**Feature of maintenance**

Standard Bidding Document for Pradhan Mantri Gram Sadak Yojana (PMGSY) follows the format.

As approved by the Ministry of Finance for World Bank aided projects.

Roads for five years by the contractor who constructs the road.

The Standard Bidding Documents for Works (SBD Works) have been prepared by ADB for borrowers to use in the procurement of measurements (unit price or rate) for the types of work contracts in competitive bidding.



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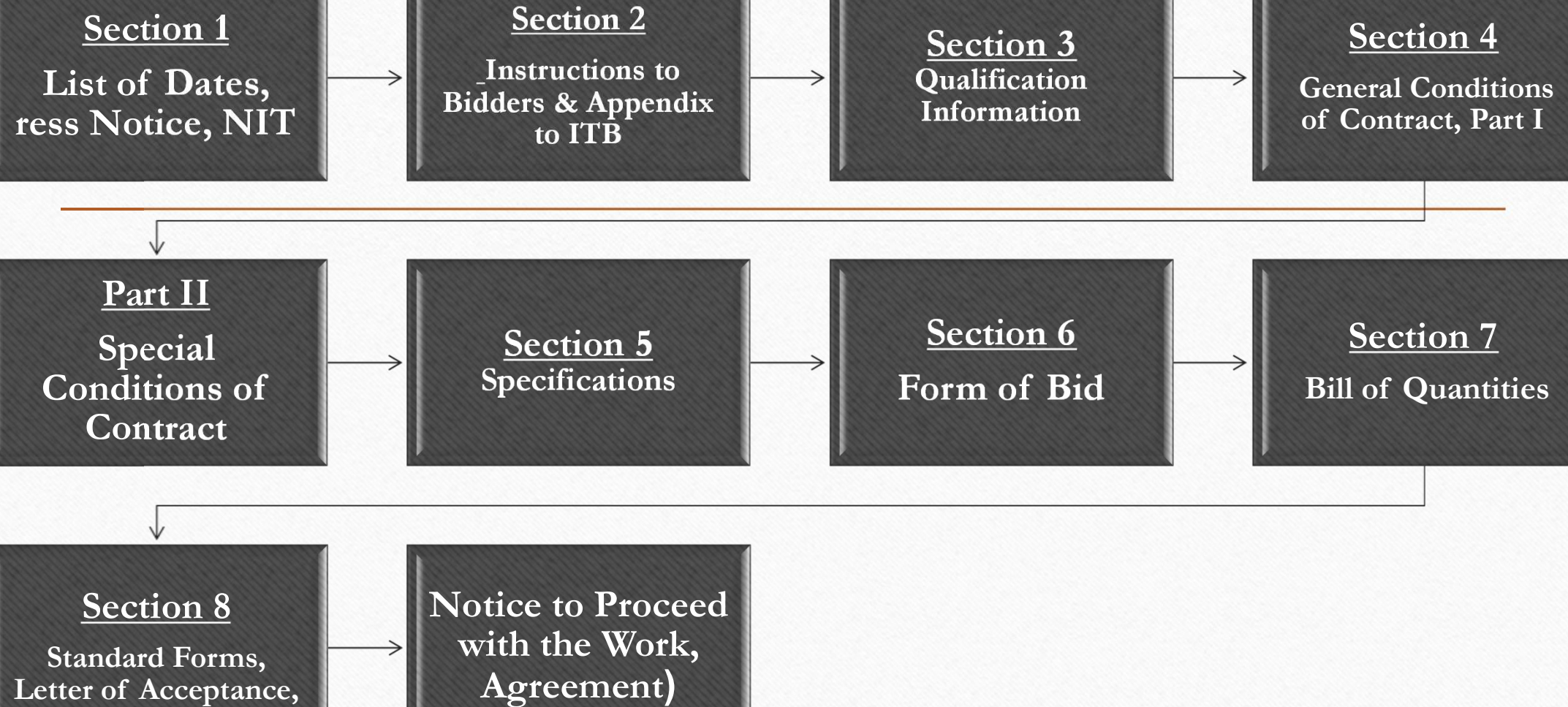
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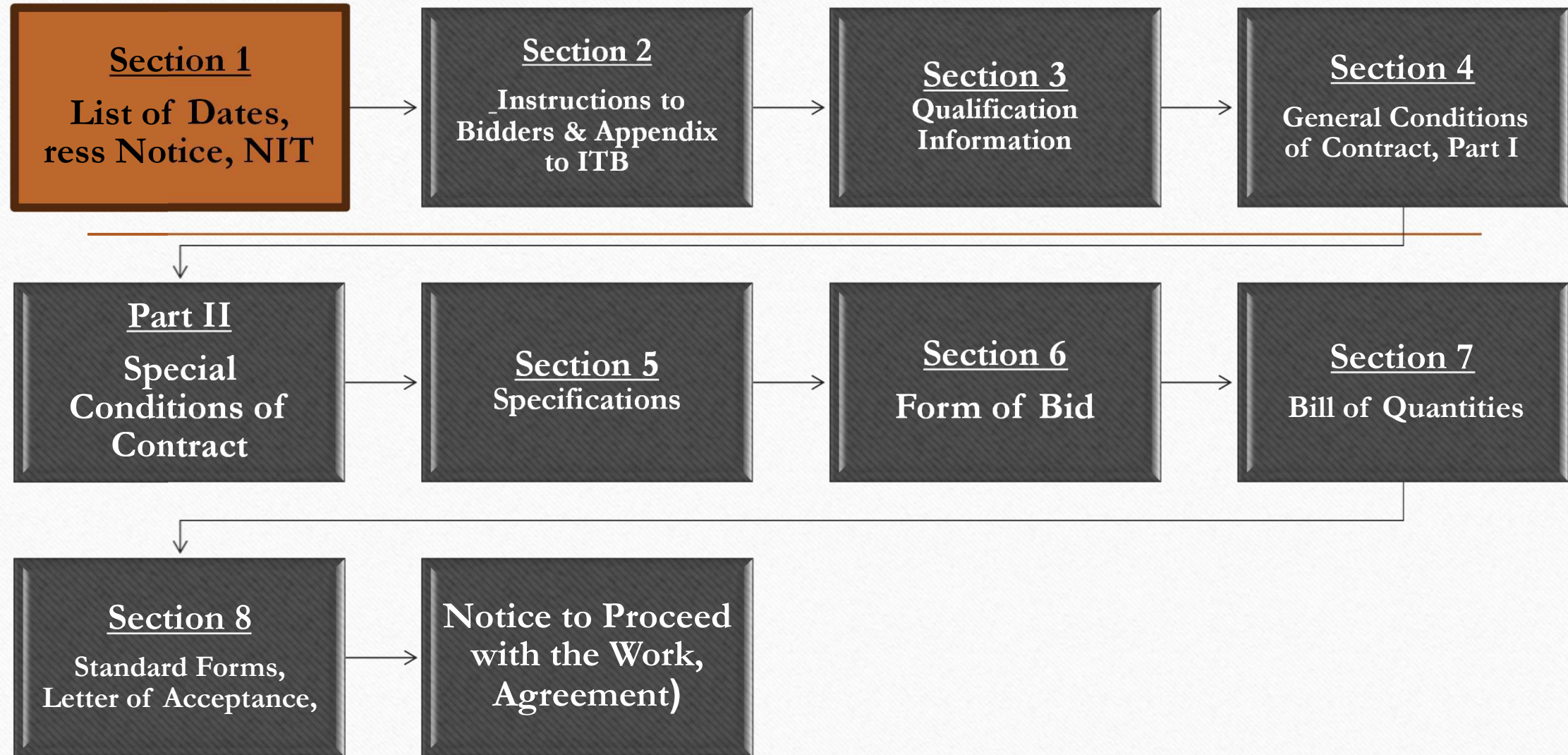
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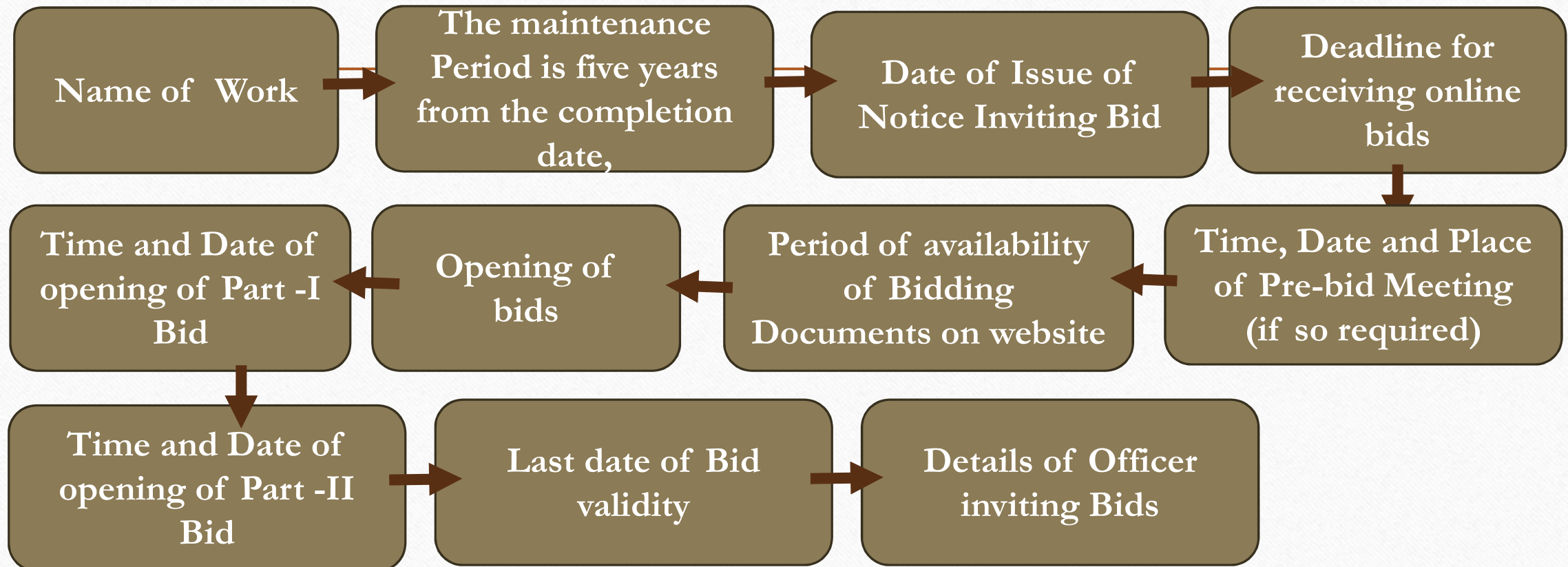
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# SECTION 1 List of Dates, Press Notice, NIT

## ❑ Details of Work and their Dates





# SECTION 1 List of Dates, Press Notice, NIT

## SECTION 1

(Name of Authority inviting tenders)

List of Important Dates of Bids for Construction/Upgradation of Roads under Pradhan Mantri Gram Sadak Yojana and their Maintenance for Five years

### 1. Name of Work

Sl. no	District	Package no.	Name of the work	Period of completion	Estimated Cost (Rs. Lakh)		Total Cost (Rs. Lakh)
					Construction	Maintenance	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

2. Maintenance Period is five years from the completion date

3. Date of Issue of Notice Inviting Bid Date .... Month..... Year.....

4. Period of availability of Bidding Documents on website [www.pmgstenders.gov.in](http://www.pmgstenders.gov.in) – From Date.... Month.... Year.....

To Date .... Month..... Year.....  
Time upto ..... Hours

5. Time, Date and Place of Pre-bid Meeting (if so required) Date .... Month..... Year.....  
Time ..... Hours, Place ....

6.1 Deadline for receiving Bids online, including on line payment of bid, security and cost of bid document from a scheduled commercial bank and scanned copy of affidavit. The on line payment of Bid security and cost of Bid document is to be done simultaneously on e- tendering website along with the submission of Bids. Date .... Month..... Year.....  
Time upto Hours

Note: Wherever in the Bid document reference to Bid Security and Cost of Bid document is made the meaning is on line payment only instead of demand draft or any other instruments mentioned anywhere in the bid document. The word demand draft or other forms of submission, is deemed to be amended to on line payment only along with the on line submission of bid document.

6.2 Date of submission of original affidavit. (This Date should be no later than three working days after the submission of Technical Qualification part of the bid). The cost of bid document Date .... Month..... Year..... and Bid security is to be paid on line along with bid submission as mentioned in clause 6.1 above. As such no other document is required to be submitted.

Or

### Standard Bidding Document for PMGSY

Till the online payment system is made functional, following Clauses shall be applicable for off line submission, clause 6.1, 6.2 is deemed to be replaced as 6.1 (a), 6.2 (a)

6.1 (a) Deadline for Receiving Bids online, including Scanned copy of demand draft of Bid Security and of Demand Draft towards cost of Bid Document from a Scheduled Commercial Bank and scanned copy of Affidavit. Date .... Month..... Year.....  
Time upto ..... Hours

6.2 (a) Date of Submission of original documents such as Bid Security, Cost of Bid document and Affidavit (this date should be no later than three working days after the submission of Technical Qualification part of the bid) Date.....Month..... Year

7. Opening of Bids: The Bids will be opened online by the authorized officer at the appointed time

7.1 Time and Date for opening of Part-I of the Bid (The Technical Qualification Part) Date .....Month..... Year.....  
Time .....Hours

7.2 Time and Date of opening of Part-II of the Bid (The Technical-Financial Part) of the Bidders who Qualify in Part I of the Bid. Date .....Month..... Year.....  
Time .....Hours

8. Last Date of Bid Validity Date .....Month..... Year.....

9. Officer inviting Bids

.....Designation:

.....Address:



# SECTION 1 List of Dates, Press Notice, NIT

## e-Procurement Notice

### Availability of Bid Documents and mode of submission

- The bid document is available online and should be submitted online in [www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in).
- Bidder is required to have a valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

#### PRADHAN MANTRI GRAM SADAK YOJANA (PMGSY) e-Procurement Notice

The \_\_\_\_ (Name of Authority inviting Bids) \_\_\_\_ on behalf of invites the item / percentage rate bids in electronic tendering system for construction of roads under Pradhan Mantri Gram Sadak Yojana in the districts of \_\_\_\_\_ for \_\_\_\_\_ number of packages with estimated cost totaling to Rs. \_\_\_\_\_ Crore including their maintenance for five years from the eligible contractors registered with ---

Date of release of Invitation for Bids through e-procurement: \_\_\_\_\_  
(dd/mm/yyyy)

**Availability of Bid Documents and mode of submission:** The bid document is available online and should be submitted online in [www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in). The bidder would be required to register in the web-site which is free of cost. For submission of the bids, the bidder is required to have a valid Digital Signature Certificate (DSC) from one of the **authorized Certifying Authorities**. The bidders are required to submit (a) original Demand Draft towards the cost of bid document and (b) original bid security in approved form and (c) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a) (ii) of ITB with \_\_\_\_\_ (address and details of office where to be submitted), on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post or by hand, failing which the bids shall be declared non-responsive.

**Last Date/ Time for receipt of bids through e-procurement:** \_\_\_\_\_  
(dd/mm/yyyy) upto \_\_\_\_\_ (time)  
For further details please log on to [www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in)

\_\_\_\_\_  
(Designation and address of Authority inviting bids)

*\*Non-registered bidders may submit bids; however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract*



# SECTION 1 List of Dates, Press Notice, NIT

## NOTICE INVITING TENDER (NIT)

- Electronic Tendering System
- Date of release of Invitation for Bids through e-procurement
- Cost of Bid Form
- Availability of Bid Document and mode of submission
- Website: [www. pmgsytenders.gov.in](http://www.pmgsytenders.gov.in)
- Submission of Bids online, including on line payment of bid, security and cost of bid document from a scheduled commercial bank and scanned copy of affidavit.
- The on line payment of Bid security and Time upto Hours cost of Bid document is to be done simultaneously on e- tendering website along with the submission of Bids

### SECTION 1

(Name of Authority Inviting Bids)

#### NOTICE INVITING TENDER (NIT)

1. The \_\_\_\_\_ on behalf of \_\_\_\_\_ invites the percentage rate/item rate bids, in electronic tendering system, for construction of roads under Pradhan Mantri Gram Sadak Yojana for each of the following works including their maintenance for five years from the eligible and approved contractors registered with \_\_\_\_\_.\*

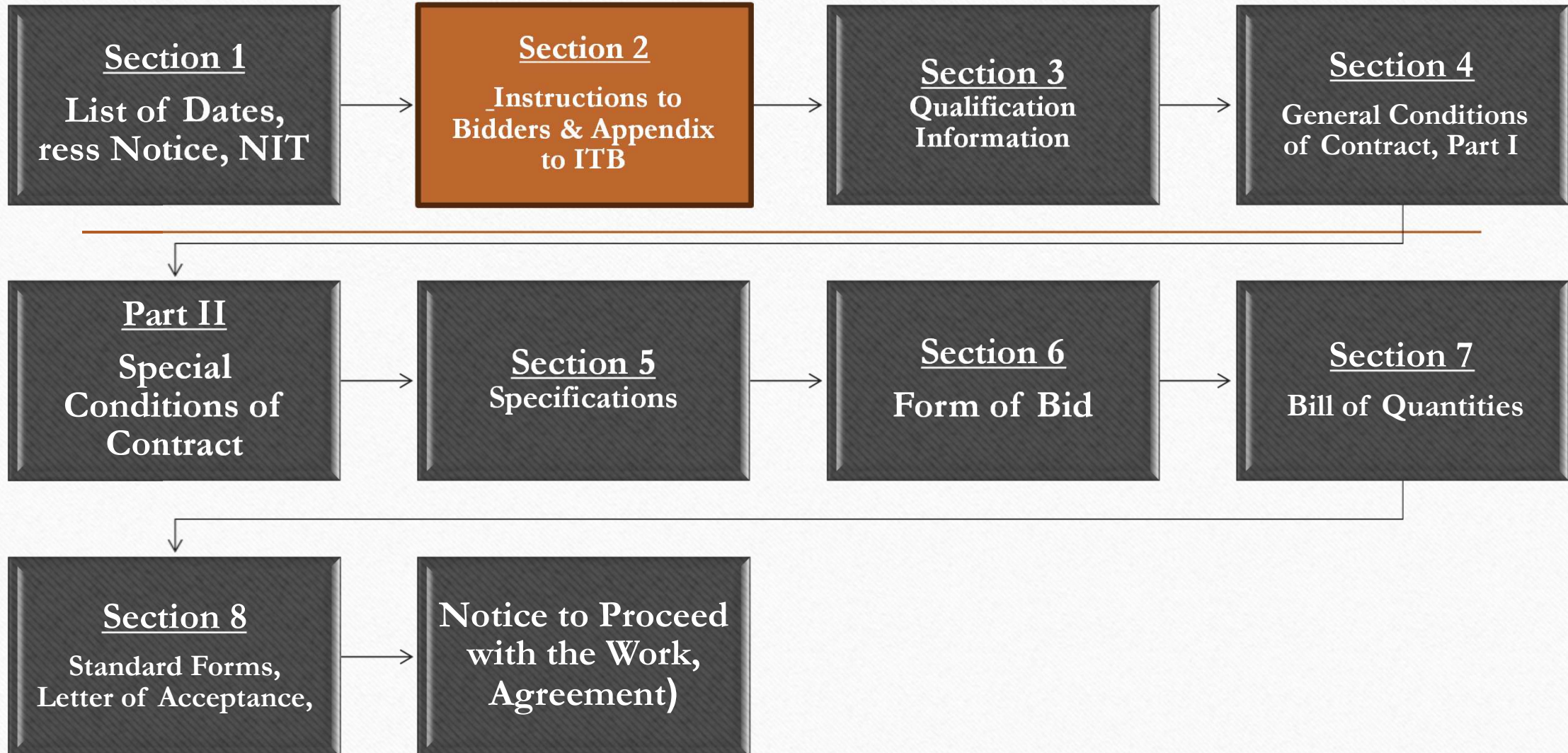
District	Package no.	Name of the work	Estimated Cost (Rs. Lakh)		Total Cost (Rs. Lakh)	Period of Completion	Bid Security (Rs. Lakh) <i>The bid security is two percent of the total cost, rounded to the nearest thousand</i>
			Construction	Maintenance			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

2. Date of release of Invitation for Bids through e-procurement: ..... (dd/mm/yyyy)
3. Cost of Bid Form: Rs.....per package (non-refundable) only in form of Demand Draft in favour of .....
4. Availability of Bid Document and mode of submission: The bid document is available online and bid should be submitted online on website [www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in). The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e- tendering in PMGSY may obtain the same from the website: [www. pmgsytenders.gov.in](http://www. pmgsytenders.gov.in)

Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the valid digital signature issued from authorized CAs can use the same in this tender.

\* Non-registered bidders may submit bids; however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract.







## SECTION 2 : Instructions to Bidder

### GENERAL

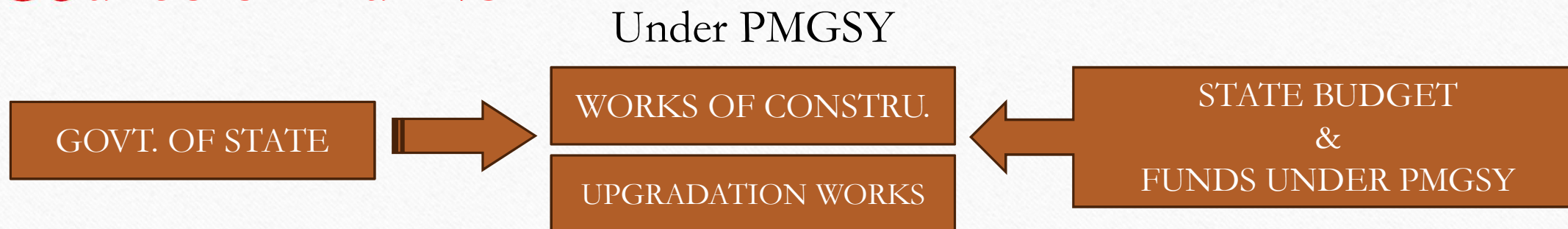


- Bid for each work should be submitted separately.



- Complete the Works by the Intended Completion Date.

### *Source of Funds*





# SECTION 2 : Instructions to Bidder

## GENERAL

### *Eligible Bidders*



PRIVATE OR GOVT. OWNED LEGAL ENTITY

PACKAGE >10 LAKH

JOINT VENTURES ARE ALLOWED.

### *Qualification of the Bidder*



valid registration  
Employees Provident  
Fund organization under  
EPF and Miscellaneous  
Provisions Act, 1952.



Evidence of  
ownership of major  
items



Technical  
personnel  
proposed



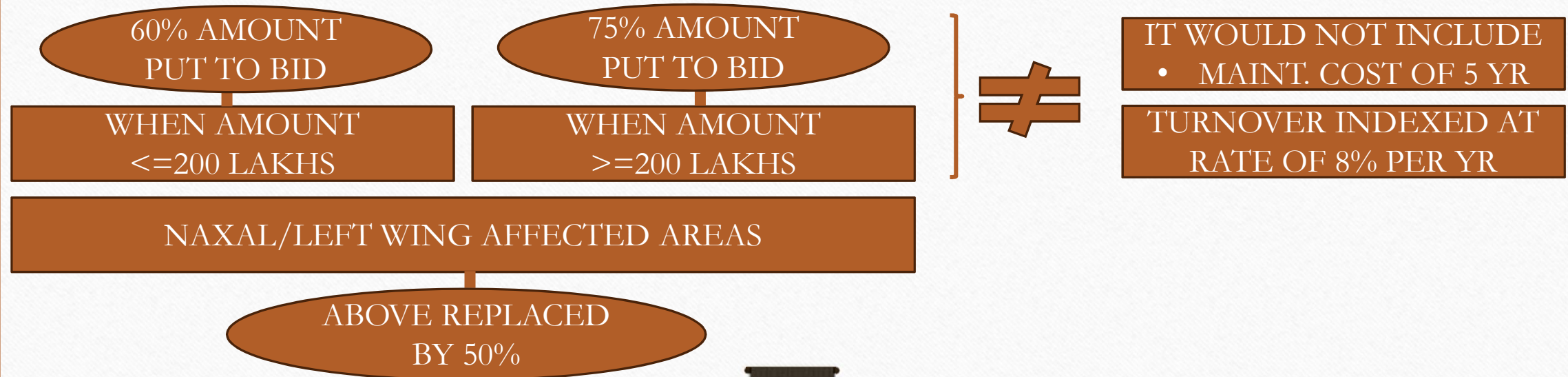
Proposals for  
subcontracting the  
components of the  
Works



## SECTION 2 : Instructions to Bidder

### GENERAL

- Achieved in any one year, a minimum financial turnover (as certified by CA, and at least 50% of which is from Civil Engineering construction works) equivalent to amount given below:





## SECTION 2 : Instructions to Bidder

### GENERAL

If bidder is a Joint Venture



- partners would be limited to three (including lead partner).
- jointly and severally responsible for completion of the project.

$$\text{Assessed Available Bid Capacity} = ( A * N * M - B )$$

**A** = Maximum value of civil engineering works executed in any one year during the last five years  
**N** = Number of years prescribed for completion of the works for which bids are invited

**M** = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB  
**B** = Value, at the current price level



## SECTION 2 : Instructions to Bidder

### GENERAL

$$\text{Assessed Available Bid Capacity} = ( A * N * M - B )$$

**A** = Maximum value of civil engineering works executed in any one year during the last five years

**N** = Number of years prescribed for completion of the works for which bids are invited

**M** = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB

**B** = Value, at the current price level



Available bid  
capacity for  
construction work



Total bid value  
excluding  
maintenance





# SECTION 2 : Instructions to Bidder

## GENERAL

1

### One Bid per Bidder

Each Bidder shall submit only one Bid for one work.

A Bidder who submits more than one Bid for one work will cause the proposals with the Bidder's participation to be disqualified.



### Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.



### Site Visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works.



# SECTION 2 : Instructions to Bidder

## Bidding Documents



### Content of Bidding Documents

- bidder is required to submit Demand Draft
- Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.



### Clarification of Bidding Documents and Pre-bid Meeting

- The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids.
- Any modifications of the bidding documents.



# SECTION 2 : Instructions to Bidder

## Bidding Documents

### Amendment of Bidding Documents

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids.

### Preparation of Bids



- Language of Bid: English
- Documents Comprising the Bid:
- The Bid submitted by the Bidder shall be in two separate parts:
- Part I: This shall be named Technical Qualification Part of Bid
- Part II: It shall be named Technical-Financial Part of Bid



## SECTION 2 : Instructions to Bidder

### Bidding Documents

#### Submission of Original Documents Online

- The bidders are required to submit
  - a. Original Demand Draft towards the cost of bid document and
  - b. Original bid security in approved form and
  - c. Original affidavit regarding correctness of information



SBD Clause 6.1 and clause 6.2 are amendment clause and are used in online submission of documents.

- The following documents, which are not submitted with the bid, will be deemed to be part of the bid as described in the clause 12.3 of SBD.
- Part II: It shall be named Technical-Financial Part of Bid



## SECTION 2 : Instructions to Bidder

### Bidding Documents



#### **Bid Prices**

- The Contract shall be for the whole Work
- While quoting rates, the GST component shall not be added in rates, while all other duties, taxes, royalties and other levies payable by the contractor shall be included in the rates.



#### **Currencies of Bid**

- The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.



#### **Bid Validity**

- Bids shall remain valid for a period of not less than ninety days after the deadline date for bid submission.
- A bid valid for a shorter period shall be rejected by the Employer as non-responsive.



## SECTION 2 : Instructions to Bidder

### Bidding Documents



### Bid Security



- In the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB.
- valid for minimum 45 days beyond the validity of bid.
- The Bid Security of unsuccessful bidders will be returned within 28 days.
- will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- The Bid Security may be forfeited.



# SECTION 2 : Instructions to Bidder

## Bidding Documents

### Online Submission of Bids

### Bidding through E-Tendering System

The bidding under the contract is electronic bid submission through website [www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in).



### Electronic Submission of Bids

- The bidder shall submit online two separate files.
- Part I, marked as Part I: Technical Qualification Part and
- Part II; marked as Part II: Technical- Financial Part.

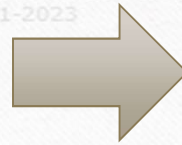


# SECTION 2 : Instructions to Bidder

## Bidding Documents

### Deadline for Submission of Bids

- In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.



### Modification/Withdrawal/Late Bids

- The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids.
- No bid shall be modified or withdrawn after the deadline of submission of bids.
- Withdrawal or modification of a bid



## SECTION 2 : Instructions to Bidder

### Bidding Documents

#### Technical Bids

Evaluation of technical bids and notification of result of technical bids including resolution of complaints, if any :-

There is a provision of 5 days to resolve any representation from bidders.



#### Financial Bids

Opening of Financial bids , evaluation and approval of financial bids, communication of approval/Letter of intent to the bidder:-

There is a provision of tendering process gets completed in 38 days from the publication of NIT.

**Note: Above provisions as per Circular dated 22.12.2020**



# SECTION 2 : Instructions to Bidder

## Bidding Opening



PART. I

- The Employer inviting the bids or its authorized representative will open the bids online and this could be viewed by the bidders also online.
- The file containing the Part-I of the bid will be opened first.
- Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid.
- The result of evaluation of Part-I of the Bids



### The process to be Confidential

- Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract.



# SECTION 2 : Instructions to Bidder

## Bidding Opening

### Clarification of Bids and Contacting the Employer



- No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

### Evaluation and Comparison of Bids



- After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.



# SECTION 2 : Instructions to Bidder

## Award of Contract



### Award Criteria

- The Employer will award the Contract to the Bidder.



### Employer's Right to Accept any Bid and to Reject any or all Bids

- The Employer reserves the right to accept or reject any Bid.

### Notification of Award and Signing of Agreement



- The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period,
- The Employer will pay to the Contractor in consideration of the execution, completion and the routine maintenance of the works for five years,



# SECTION 2 : Instructions to Bidder

## Award of Contract

### Performance Security

5 %

10  
DAY  
S

2.5  
%

- The successful bidder/Contractor shall provide to the Employer, a total Performance Security of 5% (five percent) of the Contract Price.
- Within 10 days after receipt of Letter of Acceptance but before signing the contract.
- The Employer shall retain remaining two and a half percent Performance Security
- Performance Security of two and a half percent to be delivered by the successful bidder after the receipt of Letter of Acceptance shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of Employer, from a scheduled commercial bank.
- If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two and a half percent of Contract Price could be one year initially



# SECTION 2 : Instructions to Bidder

## Award of Contract

### Performance Security

5 %

10  
DAY  
S

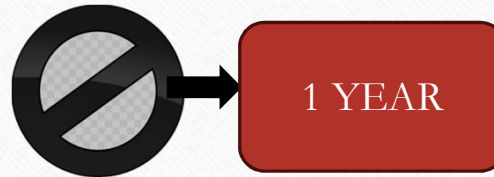
2.5  
%

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- If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two and a half percent of Contract Price could be one year initially



## SECTION 2 : Instructions to Bidder

### Award of Contract



- If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor.
- It shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under PMGSY for a period of one year.



## SECTION 2 : Instructions to Bidder

### Award of Contract



### Corrupt or Fraudulent Practices

- The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- The Employer should fill out this Appendix to ITB before issuing the bidding documents.
- The insertions should correspond to the information provided in the Invitation for Bids.



# SECTION 2 : Instructions to Bidder

## Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

### Instructions to Bidders Clause Reference

- (1.1) The Employer is \_\_\_\_\_  
[Insert designation of the Employer.]
- (1.1) The Works is \_\_\_\_\_ [name and summary description of the Works.]
- (1.1) Identification No. of the Works is: \_\_\_\_\_
- (2.1) The State is \_\_\_\_\_
- (3.1) Eligible Bidders are: \_\_\_\_\_
- (4.4 A) (b) \_\_\_\_\_ [insert the amount if it is more than one-third of the estimated cost of works.]
- (4.4 B) (b)(i) The key equipments for road works and field testing laboratory Road Works are:  
**For Road Works**
- | Name of the Equipment | Quantity |
|-----------------------|----------|
| _____                 | _____    |
| _____                 | _____    |
- For field testing Laboratory**
- | Name of the Equipment | Quantity |
|-----------------------|----------|
| _____                 | _____    |
| _____                 | _____    |
- Note: (a) The bidder must produce the following documentary evidence in support of his availability of the above equipment:  
\_\_\_\_\_  
\_\_\_\_\_
- (4.4 B) (b)(ii) The Number of Technical personnel, Qualifications and Experience will be as follows :

### A. The Technical Personnel are:

[Cl. 9.2 of General Conditions of Contract]

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering		
B. Diploma Holder in Civil Engineering		
C. Others (Specify)		

### B. For field testing laboratory :

- (4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:  
\_\_\_\_\_
- (4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:  
\_\_\_\_\_  
\_\_\_\_\_
- In case there is no such person in his employment, his affidavit should clearly state this fact.
- (4.6) M = \_\_\_\_\_
- (7.1) The contact person is:  
Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_
- (9.2) Place, Time and Date for pre-bid meeting are:  
Place : \_\_\_\_\_ Time : \_\_\_\_\_ Date: \_\_\_\_\_
- (11.1) Language of the bid is: \_\_\_\_\_
- (12.1) Part I (v) \_\_\_\_\_
- (13.2) Bids may be submitted only in one of the following:  
Percentage Rate Method  
Item Rate Method  
[Delete whatever is not applicable.]

### Standard Bidding Document for PMGSY

- (13.2) Schedule of Rate applicable for Percentage Rate Method is: \_\_\_\_\_
- (15.1) Bid validity date: \_\_\_\_\_
- (16.1) The amount of Bid Security shall be Rs. \_\_\_\_\_ [insert the amount in figure and words. Note: This amount is 2 percent of estimated value of the Works, rounded off to the nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]
- (16.2) Fixed Deposit Receipt must be drawn:  
In favour of: \_\_\_\_\_
- (16.2) Other acceptable forms of Bid Security pledged in favour of \_\_\_\_\_ are \_\_\_\_\_
- (16.3) Exemption from Bid Security is granted to: \_\_\_\_\_
- (20.1) The Employer's address for the purpose of Bid submission is \_\_\_\_\_ [insert the receiving address provided in the Invitation for Bids.]
- (20.1) The deadline for submission of bids shall be:  
Time \_\_\_\_\_  
Date \_\_\_\_\_
- (22.1) & (22.6) The date and time for opening of the Bids are:  
(A) Technical Qualification Part of Bid  
Date \_\_\_\_\_  
Time \_\_\_\_\_  
(B) Technical Financial Part of Bid (For qualified bidder as)  
Date \_\_\_\_\_  
Time \_\_\_\_\_
- (i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period of 5 years after intended completion date.
- (ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.
- Signature of Employer/ Authorised Signatory \_\_\_\_\_



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Contract

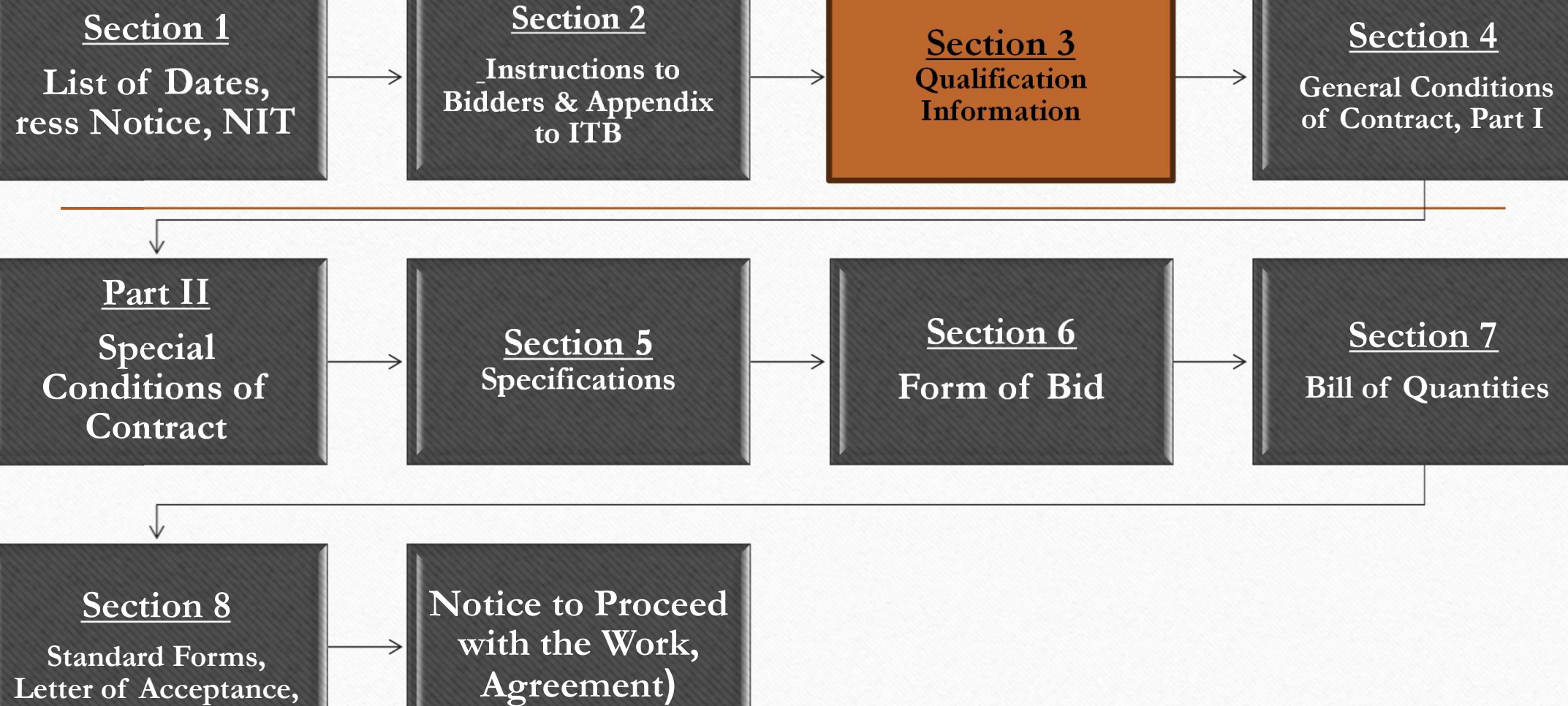
Section 5  
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## SECTION 3 : Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders.

### Section 3 Qualification Information

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

### 1. Individual Bidders

1.1	<p>Constitution or legal status of Bidder</p> <p>Place of registration:</p> <p>Principal place of business:</p> <p>Power of attorney of signatory of Bid</p>	<p><i>[attach copy]</i></p> <p>_____</p> <p>_____</p>
1.2	<p>Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)</p>	<p><i>[attach]</i></p> <p>(Rs. In lakhs)</p> <p>Year _____</p> <p>Year _____</p> <p>Year _____</p> <p>Year _____</p> <p>Year _____</p>

1.3.1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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[illegible]

1.3.2	Work performed as Sub-Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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[illegible]

1.3.3 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

**Existing commitments and on-going construction works:**

Description of Work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4B (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.2 of Part-I General Conditions of Contract.



# SECTION 3 : Qualification Information

Standard Bidding Document for PMGSY

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor(name and address)	Experience in similar work

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

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Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

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Standard Bidding Document for PMGSY

Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved (Rs. In Lakh)

Proposed Programme. Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.



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# SECTION 4 : Conditions of Contract

## Part – I General Conditions of Contract:

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General  
Time Control  
Quality Control  
Cost Control  
Finishing the Contract  
Other Conditions of Contract



# SECTION 4 : Conditions of Contract: PART I

## General

- It includes the standard definitions as described in the section 4 clause A of SBD.
- The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract

### Communications

All certificates, notices or instructions shall be sent on the address or contact details given by the Contractor

### Subcontracting

- The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25 percent of the contract price,
- A copy of document of formal sub-contract shall be furnished to the Employer within a period of 30 days from the date of such sub-contract.



# SECTION 4 : Conditions of Contract: PART I

## General

### Personnel

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days.

The Contractor shall then appoint (or cause to be appointed) a replacement.

### Insurance

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion

### Site Investigation Reports

The Contractor, in preparing the Bid, may, at his own risk, rely on any Site Investigation Reports if referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.



# SECTION 4 : Conditions of Contract: PART I

## General

### Employer's and Contractor's Risks:

#### Employer's Risks

The Employer is responsible for the excepted risks which are as follows:

- (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- (b) Design of the Works, other than the Contractor's design.

#### Contractor's Risk

All risks of loss of or damage to physical property and of personal injury and death



# SECTION 4 : Conditions of Contract: PART I

## General

### Queries about the Contract Data

- The Engineer will clarify queries on the Contract Data.

### Contractor to Construct the Works and do maintenance

- The Contractor shall construct, and install and maintain the Works and do the work of routine maintenance in accordance with the Specifications and Drawings.

### Possession of the Site

- The Employer shall handover complete or part possession of the site to the Contractor seven days in advance of construction Programme.
- At the start of the work, the Employer shall handover the possession of at least 75% of the site.



# SECTION 4 : Conditions of Contract: PART I

## General

### Dispute Redressal System

- If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract.
- The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor.
- Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance.
- Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.
- The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.



# SECTION 4 : Conditions of Contract: PART I

## General

### Dispute Redressal System

- The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price.
- The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts.
- Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

### Arbitration

- In view of the provision of the clause 24 on Dispute Redressal System: there will be no arbitration for the settlement of any dispute between the parties.



# SECTION 4 : Conditions of Contract: PART I

## TIME CONTROL

### Extension of the Intended Completion Date

- The Employer on recommendation of the Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.
- If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.



# SECTION 4 : Conditions of Contract: PART I

## QUALITY CONTROL

### Tests

- For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipment's as specified in the Contract Data.
- The Contractor shall be solely responsible for:
  - (a) Carrying out the mandatory tests prescribed in the MoRD Specifications, and
  - (b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test



# SECTION 4 : Conditions of Contract: PART I

## Defects Liability Period and Routine

### Maintenance of Roads for five years

- The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends after five years.
- The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
- Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.



# SECTION 4 : Conditions of Contract: PART I

## Defects Liability Period and Routine

### Maintenance of Roads for five years

- In compliance to Programme of Routine maintenance work ( as per clause 26.1) submitted by the contractor, he shall carry out monthly inspection of roads under maintenance, based on which , he shall submit monthly bills , online on e- Marg.
- The Contractor shall forward to the Engineer, the record of inspection and rectification each month.
- The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season. In any case , the rectification shall be done within 15 days.

### **Uncorrected Defects**

- If the Contractor has not corrected a Defect pertaining to the Defects Liability Period.



# SECTION 4 : Conditions of Contract: PART I

## Defects Liability Period and Routine

### Cost Control

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#### Bill of Quantities

- The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum amount per km for yearly routine maintenance for each of the five years separately, to be done by the Contractor.
- The Bill of Quantities is used to calculate the Contract Price.
- The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.
- The payment for routine maintenance of roads to the Contractor is performance-based.



# SECTION 4 : Conditions of Contract: PART I

## Defects Liability Period and Routine

### Cost Control

#### Payments for Variations

- If the rate for the Variation item cannot be determined.
- As far as possible, the rate analysis shall be based on the standard data book and the relevant schedule of rates of the state.

#### Payment Certificates

- Construction work.
- Routine maintenance.,  
Inspections and  
Performance Evaluations

#### Payments

- Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract, and taxes at source, as applicable under the law.
- The Employer shall pay the Contractor the amounts the Engineer has certified, within 15 days of the date of each certificate



# SECTION 4 : Conditions of Contract: PART I

## Defects Liability Period and Routine

### Cost Control

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#### Compensation Events

- The following shall be Compensation Events unless they are caused by the Contractor:
  - (a) The Engineer orders a delay or delays exceeding a total of 30 days.
  - (b) The effects on the Contractor of any of the Employer's Risks.

#### Tax

- The rates quoted by the contractor shall deemed to be exclusive of the Goods and Services Tax (GST) but including labour cess, other levies, duties, royalties, Cess, toll, taxes of local bodies and authorities that the contractor will have to pay for the performance of this contract.



# SECTION 4 : Conditions of Contract: PART I

## Security Deposit

- The Employer shall retain security deposit of five percent and Performance Security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work.
- No security deposit/ retention shall be retained from the payments for Routine Maintenance of works.
- On the satisfactory completion of the whole of the construction work,
- Half the total amount retained as security deposit is repaid to the Contractor,



# SECTION 4 : Conditions of Contract: PART I

## Security Deposit

- One-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the end of 3rd year after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.
- The Performance Security equal to five percent of the Contract Price.
- If the Routine Maintenance part of the contract is not carried out by the Contractor as per the Contract



# SECTION 4 : Conditions of Contract: PART I

## Security Deposit

### Advance Payment

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- On the request of the Contractor, the Employer will make the following advance payment to the Contractor against submission by the Contractor of an Unconditional Bank Guarantee from a scheduled Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested:
- Mobilization advance up to 5% (five percent) of the initial contract price excluding the contract price for routine maintenance



# SECTION 4 : Conditions of Contract: PART I

## Security Deposit

### Advance Payment cont...

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- Equipment Advance up to 90% (ninety percent) of the cost of the new equipment brought to the site, subject to a maximum of 10% ( ten percent) of the initial contract price excluding the contract price for routine maintenance.
- The Contractor is to use the advance payment only to pay for Equipment, plant and
- Mobilization expenses required specifically for execution of the Works.
- The Performance Security equal to 5% (five percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer.



# SECTION 4 : Conditions of Contract: PART I

## Security Deposit

### Advance Payment cont...

- Out of total Performance Security equal to 5%(five percent) of Contract Price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data;
- However, balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the construction work.
- The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and maintenance work subject to the condition



# SECTION 4 : Conditions of Contract: PART I

## Security Deposit

### Advance Payment cont...

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- if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially
- However, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to five percent of the Contract Price is always available with Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.
- Submission of Performance Security, Signing of Agreement and Issue of Work order should be done in 65 days as per SBD.



# SECTION 4 : Conditions of Contract: PART I

## Finishing the Contract

### Completion of Construction and Maintenance

- The Contractor shall request the Engineer to issue a certificate of completion of the construction of the Work and the Engineer will do so upon deciding that the Work is completed.
- The Contractor shall request the Engineer to issue the certificate of completion of the Routine Maintenance and the Engineer will do so upon deciding that the work of Routine Maintenance is completed.

### Taking Over

- The Employer shall take over the Works within seven days of the Engineer's issuing a certificate of Completion of Works.
- The Contractor shall continue to remain responsible for its Routine Maintenance during the maintenance period.
- The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the work of Routine Maintenance.



# SECTION 4 : Conditions of Contract: PART I

## Final Account

- The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of completion of construction of Works.
- The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor for Works within 42 days of receiving the Contractor's account if it is correct and complete.
- If the account submitted by the Contractor is not correct or complete, the Engineer shall issue a schedule to the Contractor, within 42 days, that states the scope of the corrections or additions that are necessary.



# SECTION 4 : Conditions of Contract: PART I

## Termination and Release from Performance Deposit

- If the revised account is still unsatisfactory, after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account.
- The payment of final bill for construction of Works will be made within 14 days thereafter.
- If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated.



# SECTION 4 : Conditions of Contract: PART I

## Other Conditions of Contract

- The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

### **Drawings and Photographs of the Works**

- The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.



# SECTION 4 : Conditions of Contract: PART I

## Other Conditions of Contract

### **Drawings and Photographs of the Works conti...**

- The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing.
- No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

### **Liquidated Damages:**

- Amount of liquidated damages for --Whole of work delay in completion of works 1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.
- Maximum limit of liquidated damages for 10 per cent of the Initial delay in completion of work. Contract Price rounded off to the nearest thousand.



# SECTION 4 : Conditions of Contract: PART I

## Other Conditions of Contract

### Milestones during the contract period

Value of entire contract work	Period allowed for completion of construction
1/8th of the value of entire contract work	1/4th of the period allowed for completion of construction
3/8th of the value of entire contract work	1/2 of the period allowed for completion of construction
3/4th of the value of entire contract work	3/4th of the period allowed for completion of construction



# SECTION 4 : Conditions of Contract: PART I

## Other Conditions of Contract

### Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

#### Clause Reference

Items marked "N/A" do not apply in this Contract.

1. The Employer is [C1.1.1]  
Designation:  
Address:  
Name of authorized Representative  
Telephone No.(s): Office:  
Mobile No.:  
Facsimile (FAX) No.:  
Electronic Mail Identification (E-mail ID):
2. The Engineer is [C1.1.1]  
Designation:  
Address:  
Telephone No.(s): Office:  
Mobile No.:  
Facsimile (FAX) No.:  
Electronic Mail Identification (E-mail ID):
3. The Intended Completion Date for the whole of the Works is \_\_\_\_ [C1.1.1, 17&27]  
months after start of work.
4. Routine Maintenance during five years after the Completion Date is defined as follows:  
Maintenance operations during the period of 5 years shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are:-

5. The Site is located at km .....to km ..... [C1.1.1]
6. The Start Date shall be \_\_\_\_ days after the date of issue of the Notice to Proceed with the work. [C1.1.1]
7. (a) The name and identification number of the Contract is : [C1.1.1]  
(b) The Works consist of \_\_\_\_\_ [C1.1.1]  
\_\_\_\_\_  
\_\_\_\_\_. The works shall, inter-alia, include the following, as specified or as directed.
8. Section completion is [C1.2.2]
9. The following documents also form part of the Contract : [C1.2.3(11)]  
\_\_\_\_\_
10. (a) The law which applies to the Contract is the law of Union of India. [C1.3.1]  
(b) The language of the Contract documents is \_\_\_\_\_. [C1.3.1]
11. The Schedule of Other Contractors is attached. [C1.8.1]



# SECTION 4 : Conditions of Contract: PART I

## Other Conditions of Contract

- 12 A. The Technical Personnel for construction work are:

[Cl. 9.2]

Technical Personnel	Number	Experience in Road Works
i). Degree Holder in Civil Engineering		
ii). Diploma Holder in Civil Engineering		

For field testing laboratory ;

Technical Personnel	Number

B. For routine maintenance

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering		
B. Diploma Holder in Civil Engineering		

- 13(a) Amount and deductible for insurance are: [Cl. 13.1]

\_\_\_\_\_  
\_\_\_\_\_

- 13(b) Amount and deductible for insurance are: [Cl. 13.3 (a)]

\_\_\_\_\_  
\_\_\_\_\_

14. Site investigation report [Cl.14.1]

15. The key equipments/ machinery for construction of works shall be:

S. No.	Name of Equipment/ Machinery	Quantity

[Cl. 16.2]

16. (a) Competent authorities are:: [Cl. 24.1]  
Superintending Engineer\_\_\_\_\_with powers up to \_\_\_\_\_  
Chief Engineer\_\_\_\_\_with powers up to \_\_\_\_\_

17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1]  
shall be\_\_\_\_\_days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of\_\_\_\_\_days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated [Cl. 26.3]  
programme shall be Rs.\_\_\_\_\_lakhs.

18. The key equipments for field laboratory shall be:

S. No.	Name of Equipment	Quantity

[Cl. 31.1a]

19. The authorized person to make payments is \_\_\_\_\_ [Cl.39.2]

20. (a) Milestones to be achieved during the contract period

- (1) 1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction
- (2) 3/8<sup>th</sup> of the value of entire contract work up to ½ of the period allowed for completion of construction
- (3) 3/4<sup>th</sup> of the value of entire contract work up to ¾<sup>th</sup> of the period allowed for completion of construction

| Amount of liquidated damages for delay in completion of works

For Whole of work  
1 percent of the Initial  
Contract Price, rounded  
off to the nearest  
thousand, per week.

| Maximum limit of liquidated damages for delay in completion of work.

10 per cent of the Initial  
Contract Price rounded  
off to the nearest thousand.  
[Cl.44.1]



# SECTION 4 : Conditions of Contract: PART I

## Other Conditions of Contract

21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercial bank. [Cl. 46.1]
22. (a) The Schedule of Operating and Maintenance Manuals\_\_\_\_\_. [Cl.51.1]  
(b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]
23. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs.\_\_\_\_\_Lakhs. [Cl.51.2]
24. (a) The period for setting up a field laboratory with the prescribed equipment is\_\_\_\_\_days from the date of notice to start work [Cl.52.2 (i)]  
(b) The following events shall also be fundamental breach of Contract : [Cl.52.2 (k)]  
“The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract
25. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be\_\_\_\_percent. [Cl.53.1(i)]



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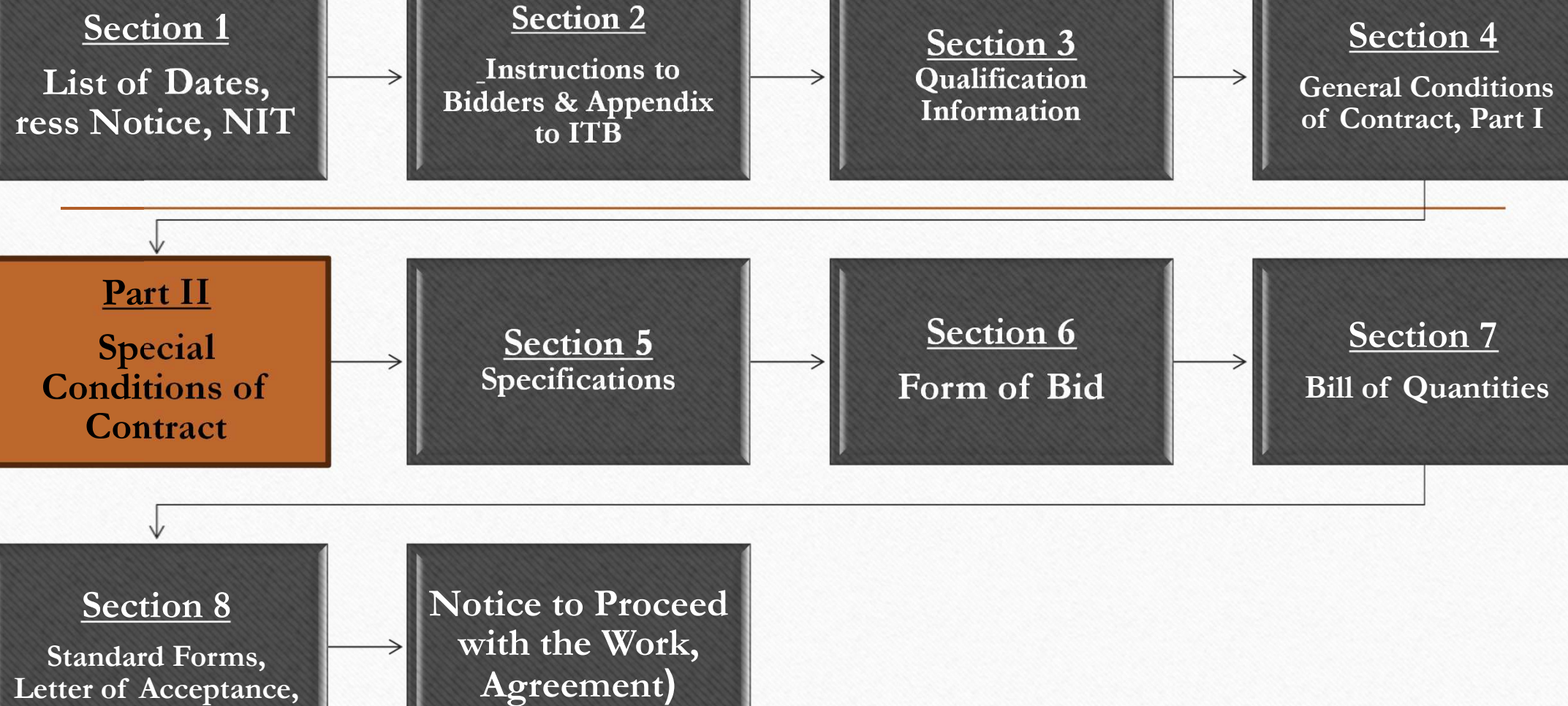
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# SECTION 4 : Conditions of Contract: PART II

## Special Conditions of Contract

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**These conditions vary and add to the Conditions of Contract set out in Part I General Conditions of Contract.**

**Note:** The State Government may refer to Clause 34 of GCC and add here the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Routine Maintenance for five years post construction.



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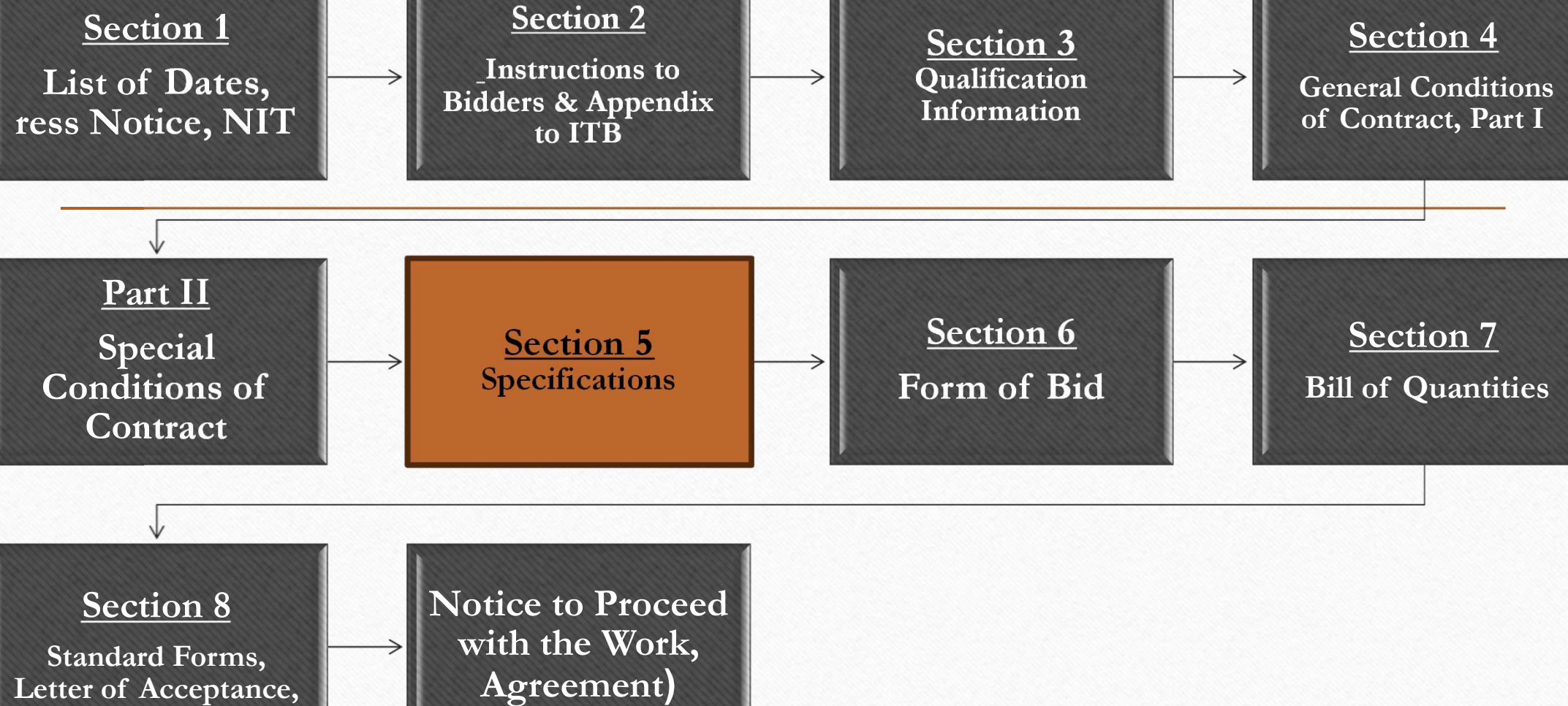
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# SECTION 5 : Specifications

**Note:** The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.

## Section 5

### Specifications

**Note:** The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.

A. The MoRD Specifications for Rural Roads published by the IRC (1<sup>st</sup> Revision) shall apply.

B. For items not covered in the MORD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5<sup>th</sup> Revision) shall be followed.

C. Particular specifications:-

For items whose specifications given in MoRD Specifications or in MORTH specifications for road and bridge works need changes partly or wholly due to local conditions, the respective clauses are to be suitably modified to the extent felt necessary giving clause wise description of modifications under this head.

(i) MoRD Specifications (1<sup>st</sup> Revision)

Clauses .....

(ii) MoRTH Specifications for Road & Bridge Works (5<sup>th</sup> Revision)

Clauses .....

D. For purposes of quality control, the MoRD Specifications for Rural Roads (1<sup>st</sup> Revision) and those covered by the Quality Assurance Handbook of the NRRDA shall apply.

## Drawings

**Note:** The design, drawings, standards and guidelines of the Rural Roads Manual (IRC: SP: 20-2002) and other relevant IRC Standards, Codes etc. are to be followed for all-weather rural roads.

The guidelines will not be part of the Contract. These should be excluded from the bidding document.

### List of Drawings:-

1. Key Map
2. Road Alignment including cross sections
3. Pavement Drawings
4. Surface and sub surface drains with full details
5. Culverts and Bridges drawings
6. Drawings for any other Road structure.
7. Drawings for road signs, pavement markings and other traffic control devices
8. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".
9. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
10. Complete set of drawings should be issued along with other tender documents so as to form part of the Agreement.



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# SECTION 6 : Form of Bid for Part I Of The Bid

## Section 6

### FORM OF BID FOR PART I OF THE BID

#### Technical Qualification Part I of Bid

*The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.*

To [Name of Employer].....

Address [insert address] .....

Identification Number of Works .....

Description of Works .....

Dear.....

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. I/we undertake to carry out the works of Routine Maintenance for five years after the completion date as per the rates offered by the Employer in the bid documents.

Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder .....

Authorised Address of Communication.....

.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

Electronic Mail Identification (Email ID) .....

## Form of Bid for Part II of the Bid

### Technical - Financial Part II of Bid

*The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid*

To [Name of Employer].....

Address [insert address] .....

Identification Number of Works .....

Description of Works .....

Dear.....

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.
4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Routine Maintenance for five years after the Completion Date as per the rates offered by the Employer in the bid document.

Signature of Authorised Signatory .....

Name and Title of Signatory.....

Name of Bidder .....

Authorised Address of Communication.....



# SECTION 6 : Form of Bid for Part I Of The Bid

Standard Bidding Document for PMGSY

## FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, ..... (name of the authorised representative of the bidder) son/daughter of ..... resident of ..... (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number ..... date ..... issued by ..... (authority inviting bids ) for ..... (name and identification of work ) are true and correct.
2. \*I hereby certify that I have been authorised by ..... (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: .....  
Date: .....

\* not applicable if the bidder is an individual and is signing the bid on his own behalf.



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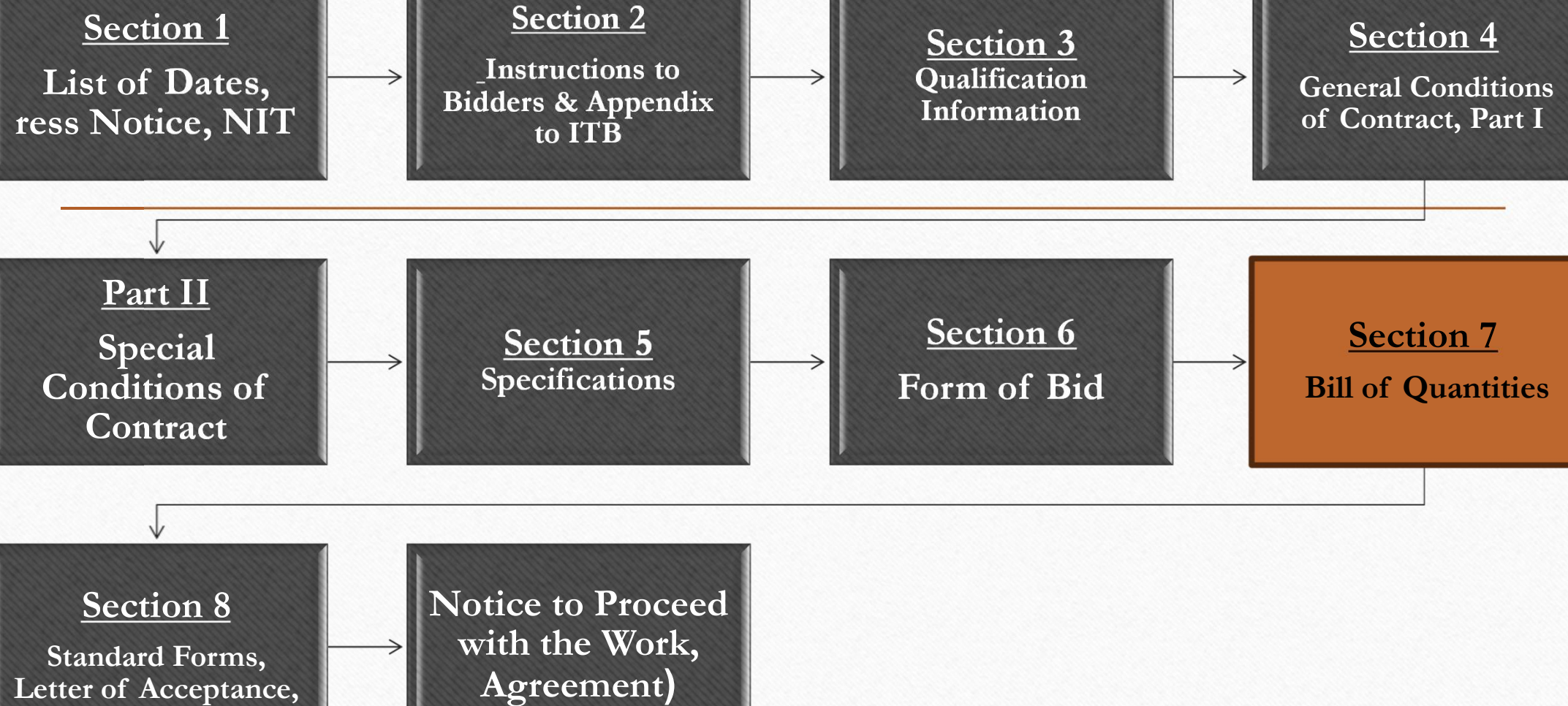
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# SECTION 7 : Bill of Quantities

## Preamble

The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.

### Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
2. For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued
  - (a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
  - (b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.

For the routine maintenance of roads, there is lump sum amount for each year of maintenance per km. The payments will be based on satisfactory performance of routine maintenance activities.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes (other than GST, as applicable) and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents, the quantities and rates used for different items.



# SECTION 7 : Bill of Quantities

*Bill of Quantities for item rate bids*

Sl. No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
				In figures	In words	
	Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km.)					
	For 1 <sup>st</sup> year					
	For 2 <sup>nd</sup> year					
	For 3 <sup>rd</sup> Year					
	For 4 <sup>th</sup> Year					
	For 5 <sup>th</sup> Year					

\*\* The per km amount for each year should be pre-specified by the Authority and the figure inserted here before inviting the Bid.

Total Bid Price (in figures) -----

(in words) -----

Signature \_\_\_\_\_

**Notes:**

- (1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2 and Part I General Condition of Contract 39.3).
- (2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITB Clause 14.1].
- (3) For Routine Maintenance, the unit rate indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

*Bill of Quantities for Percentage rate bids*

S.I No.	SOR No.	Description of item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate		Amount
					In Figures	In words	
		Routine Maintenance** after completion of construction works (Lump-sum Amount for each year Per Km) *					
		For 1 <sup>st</sup> year					
		For 2 <sup>nd</sup> year					
		For 3 <sup>rd</sup> Year					
		For 4 <sup>th</sup> Year					
		For 5 <sup>th</sup> Year					

\*\* The per km amount for each year should be pre-specified by the Authority and the figure inserted here before inviting the Bid.

\*Employer to fill in the per km amount for maintenance in rate column only

Signature \_\_\_\_\_

**Notes:**

1. The Schedule of Rate is .....
2. Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note 1 above, the rate given in the Schedule of Rates will apply.
3. For Routine Maintenance, the unit rate indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.



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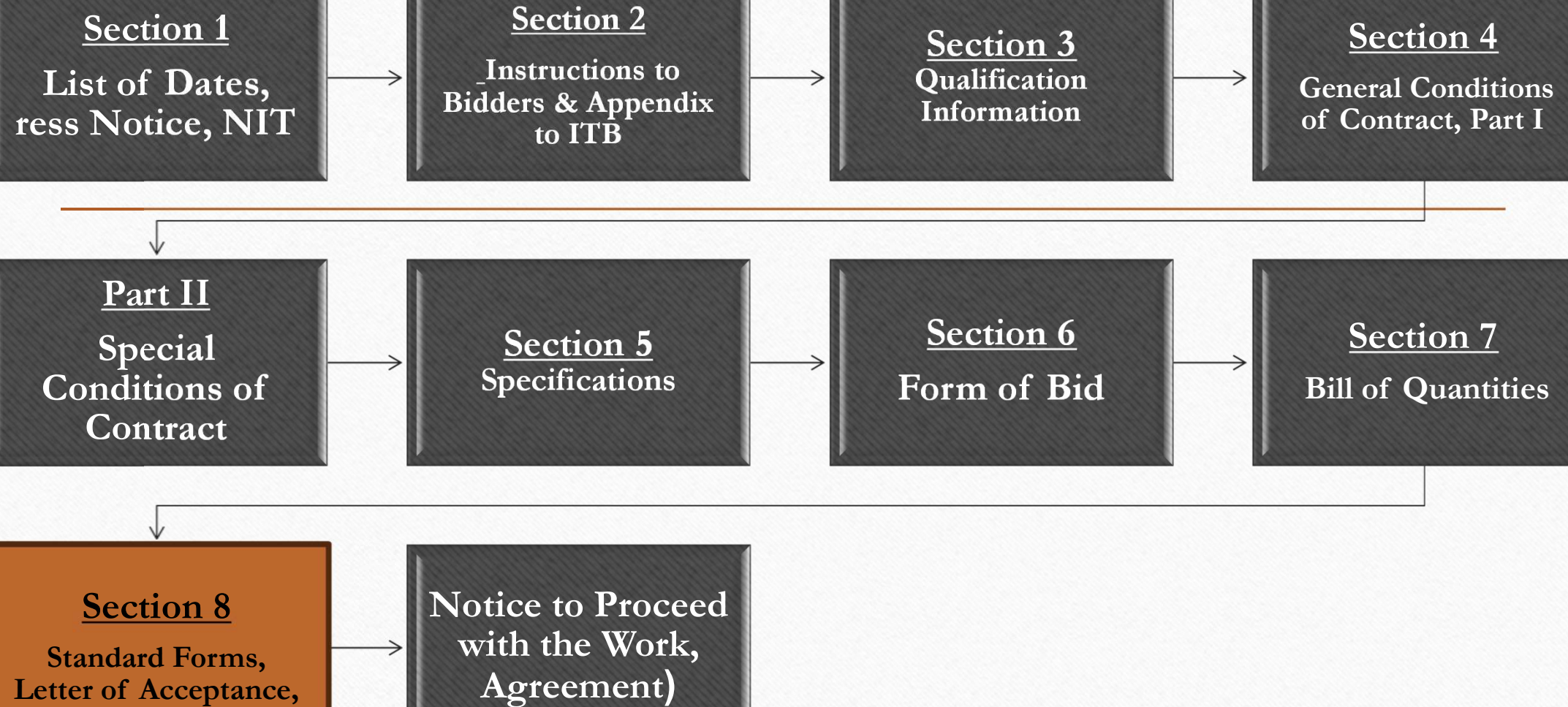
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# SECTION 8 : Standard Forms

## Letter of Acceptance and Other Forms

### Standard Forms

#### (a) Letter of Acceptance

##### Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 29 and 30 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letter head paper of the Employer]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

This is to notify you that the Employer, namely, \_\_\_\_\_ has accepted your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ [name of the Contract and identification number, as given in the Contract Data] and Routine Maintenance of the works for five years for the Contract Price of Rupees \_\_\_\_\_

\_\_\_\_\_ [amount in figures and words] is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26.3) [where applicable] in the form detailed in Cl. 30 of ITB for an amount of Rs. \_\_\_\_\_ within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.

2. You are also requested to indicate your nominee as required under Clause 53.2 of the GCC.

Yours faithfully,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment:



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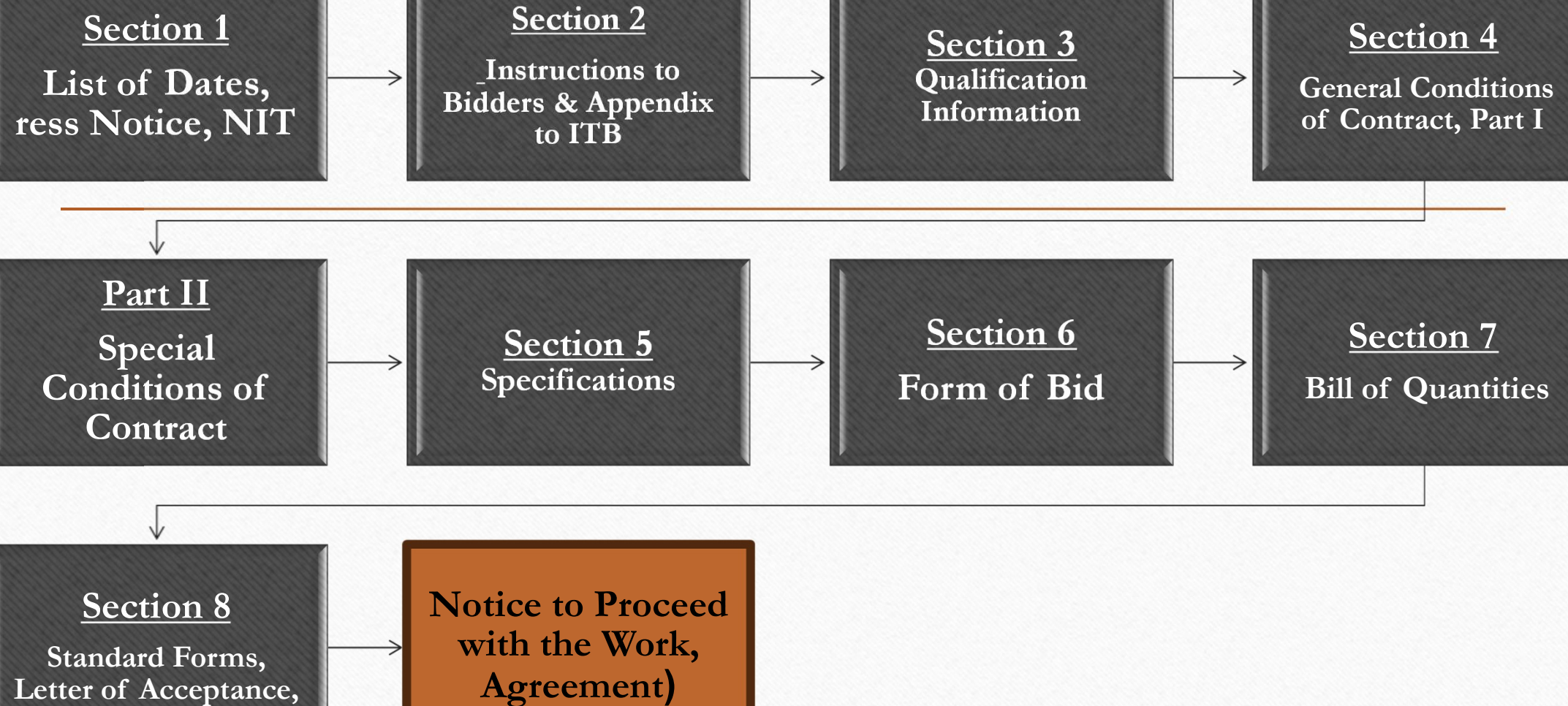
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# Notice to Proceed with the Work, Agreement

## (b) Issue of Notice to Proceed with the Work (Letter head of the Employer)

To

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of \_\_\_\_\_ and routine maintenance for five years after completion of construction, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,  
authorized to sign on behalf of  
Employer)



# Notice to Proceed with the Work, Agreement

## *Standard Form: Agreement*

### Agreement

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_

\_\_\_\_\_, [name and  
address of Employer]

(hereinafter called "the Employer") of the one part, and

\_\_\_\_\_  
[name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_  
\_\_\_\_\_, [name and identification number of Contract]  
(hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor  
for the execution and completion of such Works and the remedying of any defects therein  
at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

## *Standard Form: Agreement*

### Agreement

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_

\_\_\_\_\_, [name and  
address of Employer]

(hereinafter called "the Employer") of the one part, and

\_\_\_\_\_  
[name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_  
\_\_\_\_\_, [name and identification number of Contract]  
(hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor  
for the execution and completion of such Works and the remedying of any defects therein  
at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.





THANK  
YOU